

STATE OF ARIZONA

DEPARTMENT OF TRANSPORTATION PROCUREMENT



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: T09-17-00030

Commodity Code: **0928-0033**

Description: Van Interior Conversions

DUE DATE: April 17, 2009 at 5:00 P.M. MST

DATE POSTED: April 10, 2009

Submittal Location: Arizona Department of Transportation

Procurement Group

1739 W. Jackson Street, Suite A MD 100P

Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer: Nancy Caffrey Phone: (602) 712-8595

E Mail: ncaffrey@azdot.gov

TOTAL AGGREGATE AMOUNT FOR THIS CONTRACT WILL NOT EXCEED \$50,000.00.

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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1.0 GENERAL REQUIREMENTS

The Arizona Department of Transportation hereinafter referred to as the Department has the need to convert the interior of two (2) full size cargo vans in accordance with the following specifications:

1.1	STANDARDS AND FUNCTIONS	RESPONSE
A.	The contractor shall provide all tools, facilities, labor and materials necessary to upfit the interior of two (2) full size cargo vans as outlined below. Conversion shall be accomplished at the contractor's facilities.	
B.	Completion of the Van Interior Conversions shall be sixty (60) days After Receipt of Order (ARO).	
1.2	SPECIFICATIONS	
	DESCRIPTION OF VAN CHASSIS:	
A.	Make - 2008 Chevrolet.	
B.	Model - Express Cargo CG33705.	
C.	Wheel base - 155 in.	
D.	Air conditioning - Factory front & rear.	
E.	Glass package - Fixed full body glass.	
F.	Doors – Siding side & swing-out rear.	
	The contractor shall equip each van as follows:	
A.	Install insulation and $\frac{1}{4}$ in. thick fabric-covered luan wood paneling to the walls, doors and ceiling, beginning at the back of the front doors and extending to the rear of the van.	
	 Insulation material can be fiberglass batt type, spray foam type or a combination of both. 	
	The rear air conditioning ductwork shall be extended forward beyond the cargo bulkhead described below into the mid-vehicle work station.	
	 The ceiling and wall paneling and fabric shall extend from the rear of the vehicle forward to the existing driver's compartment area. Rear and side cargo doors shall be insulated and include fabric covered paneling identical to ceiling and wall covering. 	
	4. The fabric covering shall be a light gray in color, to approximate the color of existing trim. The fabric shall be of heavy duty grade and weight.	
B.	Provide and install two (2) high-back bucket seats; one behind the driver's seat and one behind the passenger's seat. Bases and seat belts shall be included. Location shall be determined in conference with the Department personnel prior to installation.	
	Chairs shall have multi-position adjustment mechanism, with forward and backward tilt.	

2.	Chair fabrics, cushions and suspensions shall be of a quality suitable for a heavy duty daily use environment. Fabrics shall be stain resistant polyester or equal cloth; cushions, headrests and arms shall be one-piece molded polyurethane or equivalent. The seat fabric color shall be light gray in color, to approximate the color of existing trim.	
3.	Seat belts shall be full lap/shoulder combination with wall (or ceiling) and recessed floor mounts. Seat belts and seat belt anchorages shall meet D.O.T. standards.	
C.	Provide and install one (1) work table and lighting as follows:	
1.	One (1) adjustable height 14 in. long X 24 in. wide X 3/4 in. thick single-post table shall be installed behind the driver's seat. Table shall be constructed of plywood with medium gray Formica laminate surface. Location shall be determined in conference with the Department personnel prior to installation.	
2.	Table position shall be suitable for writing or operating a laptop computer.	
3.	Two 12-volt overhead reading light units, one over each rear seating position, with sufficient candlepower to light the seating areas to standard office light levels. Lights shall be connected directly to the chassis 12-volt electrical system; on/off switches shall be incorporated into each light.	
D.	Provide and install two (2) cigarette lighter type 12-volt electrical receptacles on the left wall near the left-side rear seat and table. Location shall be determined in conference with the Department personnel prior to installation.	
1.	Two (2) additional cigarette lighter type 12-volt electrical receptacles shall be installed near the rear cargo doors. Location shall be determined in conference with the Department personnel prior to installation.	
2.	Each receptacle shall be connected directly to the chassis 12-volt electrical system.	
E.	Install a cargo bulkhead with sliding door behind the right side door opening; exact location to be determined after installation of the rear bucket seats. The Department shall supply the Weather Guard bulkhead (#86300-3-01) for contractor installation. (Concept Sketch-Exhibit 2)	
1.	Any gaps around the perimeter of the bulkhead shall be covered with the same materials utilized for the headliner and wall covering.	
2.	Install four (4) hard hat brackets. The Department shall supply the Weather Guard brackets (#8875) for contractor installation. Location shall be determined in conference with the Department personnel prior to installation.	
F.	Install cabinet modules along the left and right side walls of the van cargo area; exact location to be determined in conference with the Department. The Department shall supply the Weather Guard cabinet module components listed below for contractor installation. (Concept Sketch-Exhibit 2)	

	 Final location and placement of "left side components' shall be determined in conference with the Department personnel due to the location of factory rear air conditioning components. 	
	2. Left side components:	
	 a. 51" EZ-Cube Bin, #9452-3-01 b. EZ Cube Dividers, #8401-3-01 c. 51" Shelf Door, #8503-3-01 d. 9-Drawer Parts Cabinet, #8909-3 (2 ea.) e. 2-Shelf Lockable Cabinet, #8311-3 (2 ea.) 	
	3. Right side components:	
	 a. 42" Wheel Well Cabinet, #8141-3-01 b. 42" Work Top, #8867-3-01 c. 2-Drawer Drawer Unit, #8902-3 (2 ea.) d. 30-1/4" Rack Unit, #8314-3-01 e. Literature Holder, #8361-3 	
G	. Install roof-mounted ladder rack system; exact location to be determined in conference with the Department. The Department shall supply the Weather Guard ladder rack components listed below for contractor installation. (Exhibit 2-Concept sketch)	
	1. Ladder rack components:	
	 a. EZ-GLIDE System Drop Down Rack, #252-3-01 b. Drivers Side Drop Down Kit, #255 c. Accessory Cross Member, #2521-3-01 d. Accessory Velcro Straps, #2503 	
Н	Install cargo area floor mat. The Department shall supply the Weather Guard GM floor mat #89015 for contractor installation. (Exhibit 2-Concept sketch)	
1.4	The equipment provided by the contractor shall be free from defects in material and workmanship; the warranty period shall be one (1) year from the initial inservice date as recorded by the Department.	
2.0	UNIFORM TERMS AND CONDITIONS	
	Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions log on to http://www.azdoa.gov/spo/agency-resources/documents-forms/docs-formation-contact Nancy Caffrey, Procurement Officer at ncaffrey@azdot.gov or (602) 712-85	orms/UTCv7.pdf o
3.0	SPECIAL TERMS AND CONDITIONS	

TERM OF CONTRACT

3.1

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein. Aggregate amount of contract shall not exceed \$50,000.00.

3.2 CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

The Department reserves the right to unilaterally extend the period of any resultant contract for 31 days beyond the stated expiration date.

3.3 CHANGES

The Department reserves the right to revise the delivery and schedule and make other changes within the Specification Requirements as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

3.4 PAYMENT

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within 30 days.

3.5 BID EVALUATION

In accordance with the Arizona Procurement Code §41-2535, Request for Quotation, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Electronic Request for Quote.

3.6 PICK UP AND DELIVERY

Contractor shall be responsible for the Pick Up and Delivery of the Cargo Vans at the following location:

Arizona Department of Transportation Equipment Services, Issuance & Disposal 2225 S. 22nd Avenue Phoenix, Arizona 85009 Contact: Dave Beidleman @ (602) 712-6505

3.7 ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department prior to acceptance.

Inspection criteria shall include, but not limited to, conformity to the specifications, mechanical integrity, workmanship, quality and materials.

Thirty (30) calendar days shall be allowed for the inspection process. If delivered equipment is returned to the contractor for the corrective action prior to acceptance for any reason, an additional period of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur.

Equipment returned to the contractor for corrective action may delay payment. Invoices will be processed for payment only after equipment is accepted by The Department.

3.8 **INVOICING**

Invoices shall be submitted to:

Arizona Department of Transportation Equipment Services, Issuance & Disposal 2225 S. 22nd Avenue Phoenix, Arizona 85009 Attn: Libby Brown

Invoices shall include at a minimum:

- Ship to Address/Bill To Address.
- Part numbers, description and listing of quantities, including any labor hours.
- Date the items were shipped to the Department.
- Department contract number/purchase order
- Department equipment number, if known.
- Price per unit and total per unit.
- Applicable taxes.
- Total of invoice.

The following shall be listed if applicable:

- Hourly rate and total labor charges.
- Actual freight charges, including Department personnel authorizing freight cost.
- Any core changes (reimbursed/billed at actual cost).
- Shop supplies/miscellaneous charges.
- Hazardous materials disposal charges.
- Sublet charges.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE DATE FOR STARTING THE 30 CALENDAR DAY PAYMENT PERIOD.

3.9 SHIPPING TERMS-RESERVED

3.10 PERFORMANCE STANDARDS

The Department relies upon the provision of services in accordance with the contract, therefore, the Contractor agrees that time is of the essence, and that contractual commitments shall be met.

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3.11 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers. directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3.12 <u>INSURANCE REQUIREMENTS</u>

Within **five (5) days** of notification, the Bidder shall submit a copy of the attached **Certificate of Insurance**, **Exhibit 1**, or a Department approved alternate form showing insurance in the following amounts to:

Arizona Department of Transportation, Procurement Group Attention: Nancy Caffrey 1739 W. Jackson St., Suite A, MD 100P Phoenix, Arizona 85007

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

1. Garage Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

General Aggregate

\$2,000,000

Premises and Operations

\$1,000,000

•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000
•	Fire Legal Liability	\$ 50,000
•	Blanket Contractual Liability – Written and Oral	\$1,000,000

Garagekeepers Legal Liability - Direct Primary Coverage:

Each Auto \$ 500,000 Each Occurrence \$1,000,000

- a. The policy shall be **endorsed to include direct primary Garagekeepers Legal Liability coverage**.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Automobile Liability should be required only if the commodity is being delivered to the State of Arizona by the vendor. If the commodity is being shipped by common carrier, automobile liability will not be required and the contractor shall provide written verification.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

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- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail; return receipt requested and shall be sent directly to:

Arizona Department of Transportation, Procurement Group Attention: Nancy Caffrey, Procurement Officer 1739 W. Jackson Street, Suite A, MD 100P Phoenix, AZ. 85007

- **D.** ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group Attention: Nancy Caffrey, Procurement Officer 1739 W. Jackson Street, Suite A, MD 100P Phoenix, AZ. 85007

The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors, as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- **G.** APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- **H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

3.13 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.14 FEDERAL IMMIGRATION AND NATIONALITY ACT

Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- 1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Sections A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph.

3.15 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Nancy Caffrey, Procurement Officer at (602) 712-8595 or e-mail ncaffrey@azdot.gov.

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

3.16 SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

3.17 WARRANTY

The bidder warrants:

That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of delivery/installation.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warrant provided shall conform to the requirements stated herein.

3.18 ESTIMATED QUANTITIES

The Department anticipates considerable activity under any resultant contract(s). The Department reserves the right to increase or decrease amounts as circumstances may require. **No guarantee is made concerning any annual quantities to be actually ordered. Contract shall not exceed \$50,000.00.**

3.19 VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed **STATE OF ARIZONA SUBSTITUTE W-9 FORM**, **Attachment 4** on file with the Procurement Group. No payments shall be made until the form is on file. Forms may be obtained by contacting Bonnie Hartley at (602) 712-8520.

3.20 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to http://www.azdoa.gov/spo/agency-resources/documents-forms/docs-forms/UIOv7.pdf or contact Nancy Caffrey, Procurement Officer at (602) 712-8595 or e-mail ncaffrey@azdot.gov.

5.0 SPECIAL INSTRUCTIONS TO OFFERORS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Nancy Caffrey. Responses must be in writing and signed.

A. SOLICITATION AMENDMENTS

Complete and submit all information requested and sign, if any.

B. SPECIFICATIONS

Complete and submit pages 2 thru 4. A response to each Specification statement is required and is to be entered on the lines provided in the Response column. If the equipment conforms to the Specification, enter the word "MEETS". If the equipment does not conform to the Specification in each category, indicate, "DEVIATES" and state the variance from the Specification.

C. OFFER AND CONTRACT AWARD

Complete and submit all information requested on Attachment 1.

D. PRICE SHEET

Complete and submit all information requested **Attachment 2**.

E. <u>REFERENCES</u>

The offer shall include a minimum of 3 references, which have utilized the offeror's services within the past twenty-four months. These references shall be from major organizations, which are not directly controlled by the offeror. References shall be provided on **Attachment 3** and shall include all requested information. Use additional sheets if necessary. Make certain that all references submitted contain up to date information, as all references will be checked.

F. SUBSTITUTE W-9

Complete and submit all information requested on **Attachment 4.**

G. NON-COLLUSION AFFIDAVIT

Complete and submit all information requested **on Attachment 5.**

5.1 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

5.2 FEDERAL IMMIGRATION AND NATIONALITY ACT

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.



EXHIBIT 1 STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION

PROJECT TITLE: Van Interior Conversions

CONTRACT NUMBER: T09-17-00030

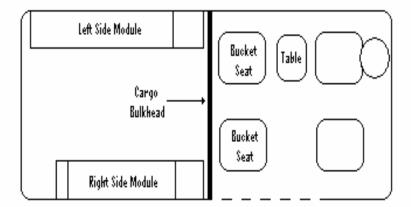
PRODU	CER				CURRENT A.M. BEST RATING						
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THIS IS	TO CERTIFY THAT THE POLICIES OF INSURAN	NCE LISTED BELOW HAVE I	BEEN ISSUED TO	THE INSU	RED NAMED ABOVE FOR TI	HE POLICY PERIOD INDICATED.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	CTIVE D/YY)								
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE CLAIMS MADE OWNER'S & CONTRACTOR'S PROT. PER PROJECT PRODUCT/COMPLETED OPERATIONS					GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	\$ \$ \$ \$ \$				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS ONON-OWNED AUTOS GARAGE LIABILITY					COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ \$ \$				
	PROFESSIONAL LIABILITY ☐ TYPE ☐ CLAIMS MADE ☐ OCCURRENCE					EACH OCCURRENCE AGGREGATE	\$ \$				
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM					EACH OCCURRENCE AGGREGATE	\$ \$				
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY					STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$				
	BUILDERS RISK										
	OTHER:										
	IPTION OF OPERATIONS/LOCATIONS/VEHICL		ED RELOW	ARE A	DDED AS ADDITIO	ONAL INSUREDS IT IS AC	SREED THAT				
COVE	STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.										
	RTHER AGREED THAT NO POLICY SHALL EXP EN NOTICE TO THE STATE. THIS CERTIFICATE						TY (30) DAYS				
CER	TIFICATE HOLDER/ADDITIONAL INSURED			AUTHOR	RIZED REPRESENTATIVE O	F THE INSURANCE COMPANY					
	of Arizona	an .									
	na Department of Transportation W. Jackson Street, Suite A , MI			SIGNATI	JRE						
Phoe	nix, AZ 85007-3276			DATE:							
<u> </u>	DATE:										

EXHIBIT 2 CONCEPT SKETCH

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, Mail Drop 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T09-17-00030



OFFER AND CONTRACT AWARD



Sudan.

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T09-17-00030

Submit this form with an original signature to the State.

			OFFER						
•	rs and agrees to perform in	•	erms, conditions, specifications and amendments of thi pt of all pages indicated in the Table of Contents.	is solicitation and					
Arizona State Transacti	ion Privilege Tax License N	Number:							
No.:									
Federal Employer Identi	ification		For clarification of this offer, contact:						
No.:									
			Printed Name						
Of	fferor's (Company Name		Email Address						
	Address		Company Email Address						
City	State	Zip	Signature of Person Authorized to S	Signature of Person Authorized to Sign Offer					
	Phone		Printed Name	Date					
	Facsimile		Title						
		SMALL BUSINES	SS CERTIFICATION						
business. A small k not dominant in its f of less than four m	business means a conc field, and which employ nillion dollars in its las	cern, including its a ys fewer than one h st fiscal year (A.R.S icted to small busine	elow I certify that the bidding organization is quaffiliates, which is independently owned and operated full-time employees or which had gross S. §41-1001). Procurements estimated to cosesses in accordance with A.R.S. 41-2535.	perated, which is s annual receipts t less than fifty					
In accordance with A.R	₹.S. § 35-397. the offeror h	_	e of Person Authorized to Certify Status as Sma e offeror does not have scrutinized business operatior	,					

ACCEPTANCE OF OFFER AND CONTRA	CT AWARD (FOR STATE	OF ARIZONA USE ON	LY)
Your bid is hereby accepted.			
The contractor is now bound to perform based upon the soli amendments, etc., and the contractor's offer as accepted by		ns, conditions, specific	cations,
This contract shall henceforth be referred to as Contract No.	·		
Van Interior Conversions			
The contractor is hereby cautioned not to commence any bil contract until contractor receives a purchase order.	lable work or provide any	/ material, service or co	onstruction under this
	State of Arizona		
	Awarded this	day of	2009
	Nancy Caffrey		
	As Procurement Officer a	and not personally	

ATTACHMENT 2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street,, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T09-17-00030

ANY CORRECTIONS/WHITE OUTS SHALL BE INITIALED OR BID MAY BE SUBJECT TO REJECTION.

ITEM#	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED TOTAL	
1. Van Interior Conversion		2	EA.	\$		
		TOTAL	GROSS OFFER:	\$		

BIDDER SHALL BE RESPONSIBLE FOR PICKUP AND DELIVERY OF THE CARGO VANS. THE COST SHALL BE INCLUDED IN THE TOTAL GROSS OFFER.

COMPLETION OF THE VAN INTERIOR CONVERSION SHALL BE SIXTY (60) DAYS AFTER RECEIPT OF ORDER: YES or NO

If NO, indicate time frame:

Company Name

Company Representative

Marizona Sales Tax, State & City

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.

IF PAYMENT IS MADE WITHIN

QUOTED PRICE CAN BE DISCOUNTED BY ___

___ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE

ATTACHMENT 3 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street,, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T09-17-00030

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER AND FAX NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. THESE REFERENCES MAY BE CHECKED, SO PLEASE MAKE SURE ALL INFORMATION IS ACCURATE AND CURRENT.

A.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	FAX NUMBER:
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:
В.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	FAX NUMBER:
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:
C.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	FAX NUMBER:
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:

SOLICITATION REFERENCE NO. T09-17-00030 - PAGE 19 OF 19



ruipose. Establish di upuate a venudi account with the State di Arizona. This lotti meets the rederal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if 1. You are a U.S. person (including a resident alien);

2. You are a vendor that provides goods or services to a n Arizona state agency;



3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization. See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



 Ty 	pe of Request	(Must selec		,	1	04	(O-1+ +b	4	- (-) - (al Name	☐ Entity T	уре	☐ Minority
O ? N	ew Request	0	New Loc (Additional Code	al Mail	0	•	(Select the from the fol		. ,		Business Main A Information	Address	☐ Re	mittance Add	dress	☐ Contact
• Ta	xpayer Identific	cation Nun	nber (TI	N) (Pro	vide Ol	NE Only)										
	Security Number			-		-			ployer Identific							
• En	tity Name Must	Provide Le	gal Nam	e (*Mu	st match	n SSN or	FEIN giver	n. If	Individual OF	R Sole	Proprieto	orship en	ter First, I	Middle, Las	t Nam	ne.)
Legal	Name*															
• En	tity Type Must	select one	of the fo	llowing	(Codin	g (X#) is	for internal	pui	rposes only)							
O Inc	dividual/Sole Proprie	etor or Sole P	Proprietor (organized	as LLC,	PLLC (61)	O Sta	te of	f Arizona emplo	oyee (1	1E)	STATE	HRIS EIN			
O Co	orporation NOT prov	iding health	care, med	dical or leg	gal servic	es (5A)	O LLC	C, PL	LC organized a	as corp	oration NC	T providi	ng health o	are medical	or lega	al services (5A)
O C	orporation providing	health care,	medical o	r legal se	rvices (5	M)	O LLC	C, PL	LLC organized a	as corp	oration pro	oviding he	alth care n	nedical or leg	gal sen	vices (5M)
О Ра	rtnership, LLP or P	artnership orç	ganized as	s LLC or F	PLLC (50	C)			•		US, or any	of their p	oolitical sul	odivisions or	instru	mentalities (4G)
O (5)	i international orgar U)	nization or an	ny of its ag	gencies/ins	strumenta	alities	Oth O (5P		Tax Reportable	Entity		escriptio				
O Th	e US or any or its p	political subd	livisions o	r instrume	ntalities	(2G)			Tax Exempt En	_						
O Sma O Sma O Sma O Sma O Sma O Sma (29) O Sma (29) O Sma (29)	Small Business (01) Small Business (02) Small Business (02) Small Business (03) Small															
• Von	dor Contact In	formation			<u> </u>				<u> </u>			!				
• ven	dor Contact in	iorination							<u> </u>							
Name									Title							
Phone #	#	Ext	t.		Fax				Email							
1. Unde 2. The I I am no backup 3. I am Certifica report a cancella Certifica The In	● Certification ☐ Exempt from backup withholding 1. Under Penalties of perjury, I certify that: 2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND 3. I am a U.S. person (including U.S. resident alien). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup															
withho Signa													7			
e						Т	itle						Date			
STATE	OF ARIZONA A	GENCY US	E ONLY	– Agenc	y Autho	rization						VEN	IDOR: DO	NOT WRI	TE BE	LOW THIS LINE
	RIS EIN		-	nt Name	,						Signature					
AGY	l	Title				Phone #	ŧ		Email			-		Date		
STATE	OF ARIZONA G	AO USE ON	NLY						\	VENDO	OR & STA	ATE AGN	ECY: DO	NOT WRIT	LE BE	LOW THIS LINE
_		Corporation		sion	Vendor N	lumber					ocessed by				Date	
☐ HRI	S 🗖 GAO-03	☐ Other	SOL	ICITAT			NCE NO	. T	09-17- 0003		PAGE	18 OF	19	Proces	sed	

ATTACHMENT 5 NON-COLLUSION AFFIDAVIT

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement 1739 West Jackson, Suite A, Mail Drop 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

SOLICITATION NO. T09-17-00030

NON-COLLUSION AFFIDAVIT

State of Arizona)		
County of) ss		
	(Affiar	nt)
the	/T:41 - \	
	(Title)	
of	(Contracto	or)
sworn, deposes and says: That such Proposal is genuine person not herein named, and the Bidder to put in a sham bid, or a	and not sham on the bidder had any other person.	tes the accompanying Proposal, having first been duly or collusive, nor made in the interest or behalf of any is not directly or indirectly induced or solicited any other, firm, or corporation to refrain from bidding, and that the to secure for itself an advantage over any other Bidder.
		(Signature)
		(Title)
Subscribed and sworn to before	me this	
Day of	, 20	
Signature of Notary Public in and	l for	
the County of		
State of		